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AGREEMENT

between  
the

BLOOMINGDALE BOARD OF EDUCATION

and the

BLOOMINGDALE SUPPORTIVE STAFF ASSOCIATION

(Custodial, maintenance and  
school secretarial personnel)

X July 1, 1985 - June 30, 1986

PREAMBLE

The Board of Education of the Borough of Bloomingdale, County of Passaic, Bloomingdale, New Jersey (hereinafter called the "Board") and the Bloomingdale Supportive Staff Association (hereinafter called the "Association") have negotiated the following agreement pursuant to Chapter 123, Public Laws of 1974 of the State of New Jersey. The parties hereby affirm that this Agreement was negotiated in good faith and express their determination to implement it in the same spirit.

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## Article I

### Recognition

- A. The Board hereby recognizes the Bloomingdale Supportive Staff Association as the exclusive bargaining representative for all custodial and maintenance and school secretarial personnel.

The term "employee" when used herein shall mean all members of the Association unless otherwise noted.

## Article II

### Grievance Procedure

#### A. Definitions

1. A grievance is a claim by an Association member or the Association based upon the interpretation, application or violation of the Agreement, policies or administrative decisions affecting the terms and conditions of employment.
2. An "aggrieved person" is the person or persons making the claim.

#### B. Procedures

##### 1. Step One: Principal

The aggrieved person presents the grievance in writing, directly or through the Association Representative to the building principal.

- a. Within two school days, an interview is held by the building principal with the grievant and/or the Association Representative.
- b. Within five school days after the interview, a decision in writing will be given by the principal.
- c. If the matter is settled or explained to the aggrieved person's satisfaction, the matter is resolved.

##### 2. Step Two: Superintendent

If the decision made at the first step does not satisfy the aggrieved person, the Association Representative and the aggrieved person have five school days to file an appeal in writing with the Superintendent.

- a. The Superintendent or his designee shall arrange an interview with the aggrieved person within two school days after receipt of appeal.

- b. Within five school days following the interview, the Superintendent shall give his written decision to the aggrieved person or the Association Representative.

### 3. Step Three: Board

If the aggrieved person is still not satisfied, he/she may within five school days of the Superintendent's decision, make a written request to the Board, for a review of the decision.

- a. The Board or its designated committee shall set a hearing date to be held within twenty-one school days after the receipt of aggrieved person's request.
- b. Within ten school days after the next scheduled board meeting, the Board will notify in writing the aggrieved person or the Association of its decision.

### 4. Step Four

If the aggrieved person is not satisfied with the Board's decision and the grievance shall involve an alleged violation of a specific article and section of this Agreement, he/she may ask the Association to notify the Board in writing within fifteen days of his/her desire to submit the grievance to an arbitrator subject to the following conditions:

- a. The arbitrator shall be mutually agreed upon. If no agreement is reached on the selection of an arbitrator after ten days, an arbitrator shall be selected by the rules established by the American Arbitration Association.
  - b. The decision of the arbitrator shall be final and binding on both parties.
  - c. The costs of arbitration, including the arbitrator's fees but excluding the attorney fees, shall be divided equally between both parties.
- C. An aggrieved person shall not have the right to refuse to follow an administrative directive or a board policy on the grounds that he/she has instituted a grievance. The party of interest is required to continue under the direction of the superintendent and administrators, regardless of the pendency of any grievance, until such grievance is properly determined.
- D. No grievance shall be considered under the grievance procedure outlined herein unless it is presented for consideration within thirty days from the date of its known occurrence or unless good and sufficient reason is given for not presenting the grievance within this period.

### Article III

#### Leave Time

##### **A. Sick Leave**

1. All custodians shall be entitled to thirteen (13) days sick leave each year.
2. Each eleven (11) month secretary shall be entitled to eleven (11) days sick leave.  
Each twelve (12) month secretary shall be entitled to twelve (12) days sick leave.
3. Unused sick days shall be accumulated from year to year.

##### **B. Bereavement Leave**

1. An allowance of three consecutive school days' leave shall be granted to Association members at any one time to attend the funeral of a member of the immediate family. Immediate family shall be interpreted as mother, father, mother-in-law, father-in-law, child, brother or sister, grandfather, grandmother, grandchild, spouse or any relative of the same household.

##### **C. Personal Leave**

1. Each custodian shall be granted three calendar days' leave for personal business, no reason need be given.  
Each secretary shall be granted three calendar days' leave for personal business, no reason need be given.  
Except in cases of extreme emergency, all requests for leaves shall be in writing to the Superintendent or his delegated agent prior to the date requested.

##### **D. Holidays**

1. All Association members shall receive the following paid holidays if school is not in session:

Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day

Christmas Day  
New Year's Day  
Washington's Birthday  
Good Friday  
Memorial Day

2. In addition to the above, the day after Thanksgiving, the day before Christmas, and the day before New Year's Day shall be paid holidays for custodians.
3. Eleven (11) month employees shall work a total of twenty one (21) days during the months of July and August.
4. "Two custodians selected by the Association shall be allowed to attend the NJEA Convention without loss of pay provided proof of attendance is given to the Superintendent."

#### E. Vacations

Vacation time - in the 1986-87 Contract year the vacation time for custodians and secretaries shall be based on years of service from the July 1st starting date and shall be as follows:

After six months of service	one week
After one year of service	two weeks
After five years of service	three weeks
After ten years of service	four weeks
After eleven years of service	four weeks and one day
After twelve years of service	four weeks and two days
After thirteen years of service	four weeks and three days
After fourteen years of service	four weeks and four days
After fifteen years of service	five weeks

#### F. Compensatory Time

1. Two (2) days off before June 30th shall be granted to school secretaries in lieu of the three days lost with the elimination of the February week long recess..
2. Summer Hours - "For five weeks during the summer the work hours for secretaries shall be 8:00 A.M. to 2:30 P.M. The five weeks shall be determined by the Board or its designee."
3. "Courses taken to upgrade secretarial skills shall be paid for by the Board at the rate of \$200/person/year."

### Article IV

#### Insurance Protection

The provisions concerning hospitalization, dental plan and prescription plan shall be the same as contained in the 1984-86 employment contract between the Bloomingdale Board of Education and the Bloomingdale Teachers' Association.

## Article V

### Overtime

#### A. 1. Custodians

- a. Time and a half shall be paid for any work performed beyond the regular forty hour work week. Overtime shall be based on qualifications, and within each school based on seniority and on a rotating basis whenever practicable.
- b. "Work done on Sundays and holidays shall be paid at the rate of double time. This shall not include the checking of buildings which shall continue to be paid at  $1\frac{1}{2}$  times."

#### 2. Secretaries

Time and a half shall be paid for any work performed beyond forty hours per week.

## Article VI

### Building Checks

- A. The custodian-in-charge of each school shall receive one hour's pay at time and a half for checking the building and grounds on Saturdays, Sundays and holidays.

## Article VII

### Uniform Allowance

- A. Custodians shall receive a uniform allowance of \$150.00 yearly.
- B. "Custodians who hold a valid Boiler License shall be paid an additional \$100/year for such license. The cost for obtaining said license shall be borne by the Board of Education."

## Article VIII

### Tenure

- A. Tenure shall be granted to eligible Association members upon approval of the Board.

Association members on tenure as of July 1, 1985

### Samuel R. Donald School

Shirley Hershey  
Harold Sisco  
Elmer VanOrden  
Harold Wanklin



Martha B. Day School

Virginia Oddy  
Gerald Wyble  
Roger Veith  
Jack Dolloway

Walter T. Bergen School

Betty Schmidt  
Mary Anderson  
James Myers  
Robert DeBonte  
Steven DeBonte

Vehicle Driver

Henry Wroblewski

Article IX

Salaries

<u>Custodians</u>	<u>1985-86</u>	<u>Secretaries</u>	<u>1985-86</u>
Starting Salary	\$14625		
Step 1	15,825	Step 1	\$8945
2	16,125	2	9,945
3	16,425	3	10,270
4	16,725	4	10,630
5	17,025	5	11,330
6	17,325	6	11,450
7	17,625	7	11,920
8	17,925	8	12,385
9	18,625 <sup>325</sup>	9	12,905
10	18,625	10	13,810

Custodian-in-charge of building \$400/yr. in addition to other compensation.

Additional increments which shall be cumulative, will be given to custodians and secretaries having the following years experience in the Bloomingdale School system:

After 10 years - \$200  
After 15 years - \$300  
After 20 years - \$500  
After 25 years - \$700

Article X

Miscellaneous

A. Pay periods shall be the 15th and 30th of each month.

- B. In the event the Board agrees to a formula for cash for unused sick leaves upon retirement in the teachers' contract, the members of this unit will be entitled to the same provision and such will be included in this Agreement.
- C. A maternity leave will be placed in this contract which is the same as that Article of the teachers contract.
- D. (Appears on page 9.)

Article XI

Duration of Agreement

This Agreement will be effective July 1, 1985 and shall continue in effect until June 30, 1986.

IN WITNESS WHEREOF, the Bloomingdale Board of Education and the Bloomingdale Supportive Staff Association have caused this Agreement to be signed by their respective presidents and attested by their respective secretaries.

BLOOMINGDALE  
SUPPORTIVE STAFF ASSOCIATION

by

Shirley Hershey  
President

by

Betty Schmitt  
Secretary

BLOOMINGDALE  
BOARD OF EDUCATION

by

Grace L. Darnett  
President

by

Debra B. Vanderbeck  
Secretary

Date

7/8/85

Miscellaneous Continued:

D. The Board shall not be required to furnish a substitute custodian for the first day on which a regular custodian is absent from work for any reason. On such day the building principal shall establish priorities of work to be performed by the custodial staff.

On the second day of any such absence and for each succeeding day the Board may elect to provide a substitute custodian.

In the event that the Board does not elect to provide a substitute custodian, the custodial staff shall perform work as prioritized by the building superintendent. In such event, the custodial staff shall not be criticized if they should prove unable to perform all such work to the same extent as would have been possible with the addition of a substitute custodian.

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